



# PLAYWRIGHTS AND DIGITAL THEATRE

An SSP Good Practice Guide

10<sup>th</sup> August 2020  
version 1.0

## INTRODUCTION

Quite early in the lockdown the SSP had a number of approaches from theatres who were in the process of drafting digital theatre contracts. SSP Council addressed areas of concern and were able to secure an uplift in fees and more equitable terms regarding the timeframes during which streaming rights are held by companies.

At our AGM in June the SSP membership asked us to put together a resource to assist writers tasked with creating a 'digital theatre' text.

The current FST/SSP contract does not cover this fast-emerging area. This document is designed to provide clear and concise information, and importantly, to reassure our membership, especially those who do not have agency representation.

We aim to continually redraft this document as our experience and understanding of the issues increases. Hopefully this is the first step in crafting a specific and agreed contract for this way of working in Scotland.

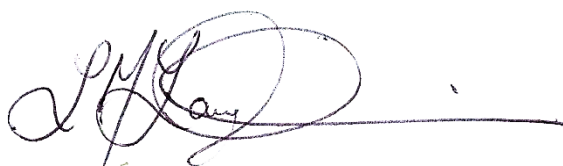
Thankfully there's already some valuable information out there. Our colleagues at the Writers' Guild of Great Britain have produced [Playwrights and Theatres During the Closure](#), which also addresses the issue of rights and remuneration for theatres streaming video of productions filmed prior to lockdown.

Answers to the questions on the following pages seek to address key aspects of recent 'digital theatre' commissioning practice.

Contracts for digital theatre should be relatively straightforward if a theatre is commissioning you to write a new short play intending to stream it solely on their in-house digital channels. Things become a little more complicated if a regional or national broadcaster becomes involved. The juxtaposition of clauses from theatre and TV contracts within the same document can be complex and confusing and will not be covered in great detail in this document. Suffice to say, in all other contract areas please assume that the letter and spirit of the standard FST/SSP commissioning contract is our guide, our 'dark matter'.

Regarding the issue of facilitating digital playwriting workshops, the SSP will fight for fair pay for members who undertake this work. In the coming weeks we aim to create a brief guide for members which will outline industry rates you should expect to be paid, and which we recommend you encourage arts organisations adhere to.

If you have any thoughts or concerns regarding anything contained within this resource, don't hesitate to contact us at [scottishsocietyofplaywrights@gmail.com](mailto:scottishsocietyofplaywrights@gmail.com).



Linda McLaughlin  
(Co-chairs Scottish Society of Playwrights)



John McCann

**Q. WHAT DO WE MEAN BY ‘DIGITAL THEATRE’?**

A. ‘Digital Theatre’ is any piece of theatre writing which is commissioned with the intention of it being shared solely with online audiences, unless the contract specifically requests otherwise and remunerates you accordingly. The FST/SSP contract does not currently cover this way of working, and there is no standard industry agreement covering ‘digital theatre’. Thankfully, we are able to respond with creativity and flexibility to the situation brought about by COVID-19, allowing new work to proceed while already planned programmes could not.

**Q. IF ASKED TO WRITE A SCRIPT FOR A PIECE OF THEATRE WHICH WILL BE STREAMED ONLINE, SHOULD I EXPECT TO SIGN A CONTRACT AND BE PAID?**

A. Yes. Of course.

**Q. HOW MUCH SHOULD I EXPECT TO GET PAID FOR WRITING A PIECE OF DIGITAL THEATRE?**

A. This is done by applying a scale in the same way it is done in the SSP/FST Contract. If your digital commission is for a play up to 30 minutes in length, you should be paid the equivalent of the commissioning fee for a play up to 30 minutes in length i.e. £3725 at current agreed rate (see table below). If you are commissioned to write a play of no longer than 10 minutes for online streaming, then dividing this figure by three gives you a reasonable figure for what is being asked.

**FST/SSP Agreed Rates Statement, March 2019**

Up to 30 minutes	£3,725
Up to 60 minutes	£5,587
60 mins - 90 mins	£7,450
Over 90 mins	£9,312

Here are two examples of recent ‘Digital Theatre’ commissioning fees:

**The Abbey Theatre, Dublin: Dear Ireland**

Writers received a commissioning fee of €1000 for a piece between 5 and 10 minutes in length.

**National Theatre of Scotland: Scenes for Survival**

Writers received a commissioning fee of £750 for a piece up to 5 minutes in length.

**Q. IF VIEWERS OF MY DIGITAL WORK ARE BEING ASKED TO PAY TO VIEW THE WORK SHOULD I EXPECT TO BE PAID ROYALTIES?**

A. If the work is made freely available to an online audience the theatre is not currently obliged to offer you a payment in lieu of royalties.

If the work is made available on a pay-to-view basis your contract should contain a clause equivalent to the following, recently adapted from the agreed FST/SSP contract:

*The Producer agrees to pay the Writer a royalty of 10% of gross digital and live box office receipts (exclusive of VAT, credit card commissions, selling agents, commissions and library discounts).*

N.B. A theatre cannot sell or freely distribute copies of your filmed work without your permission.

#### **Q. HOW LONG WILL MY PIECE BE AVAILABLE TO VIEW ONLINE?**

A. SSP recommends that members do not agree to any request where you are being asked to hand over rights to stream your complete digital work, however long this may be, 'in perpetuity' or 'non-exclusively in perpetuity'. The contract should clearly state how long your piece will be made available online by the theatre. There should be a start date and an end date to avoid any issues or unnecessary prolongation of the rights period caused by delay in first transmission.'

Alternatively, a 'no longer than' clause e.g. no longer than 6 months. Be very clear that you require dates or a timeframe included in your contract. With Dear Ireland, The Abbey Theatre in Dublin asked for rights to stream each short piece for 6 months. With Scenes for Survival, NTS asked for rights to stream each piece for 2 years.

#### **Q. COULD THERE BE ANOTHER LIFE FOR MY PIECE AFTER LOCKDOWN?**

A. There could well be. To this end, some theatres have written a 'first-refusal' clause into their digital theatre contracts, allowing them time to consider how they might like to further develop your piece. Expect this clause to be time-limited e.g. 6 or 9 months. We consider this reasonable.

#### **Q. I HAVE BEEN APPROACHED TO FACILITATE A PLAYWRITING WORKSHOP VIA ZOOM. I HAVE BEEN OFFERED A LOWER THAN NORMAL FEE. SHOULD I ACCEPT?**

A. No. SSP is aware of at least one organisation which has argued that the provision of online workshops should attract a smaller fee than live workshops. SSP would argue strongly that the work involved in preparing and delivering online workshops is AT LEAST equivalent to that for live sessions – and is in fact in some cases more exacting because of the requirement to facilitate via sometimes unfamiliar technology. SSP recommends that you do not accept a lower fee for online workshop provision.

For full advice on Digital Workshop contracts the SSP is currently developing a specific guide for members. This will be posted on the SSP website when completed.